

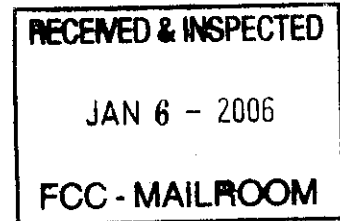
Richmond County Schools

PO Drawer 1259
522 W. Hamlet Avenue
Hamlet, NC 28345

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January 5, 2006

Federal Communications Commission
Office of the Secretary
445 12th Street, SW
Room TW-A325
Washington, DC 20554



CC Docket No. 02-6

Request for Review for Funding Year 2005:

Contact: Suzanne W. Griffin
Richmond County School District
Billed Entity Number 126988
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To Whom It May Concern:

This letter of appeal is to request a review of the SLD which denied 2005 funding to:

Richmond County School District

FCDL Date: December 27, 2005

Funding Request Numbers 1243421, 1243424, 1243428, 1243433, 1243437,
1243440, 1243444, 1243445, 1243449, 1243452, 1243453, 1243457, 1243458,
1243461, 1243463, 1243467, 1243470, 1243472, 1243476, 1243477, 1243480

The Funding Commitment Letter stated that funding was denied because of Contract Violation – *“FCC rules require that a contract for the products/services be signed and dated by both parties prior to filing the Form 471. This requirement was not met.”* The contract with Time Warner Cable was issued on January 12, 2005 and signed the following day (January 13, 2005) by the school system’s Associate Superintendent, Dr. Robert E. Beck and by Time Warner’s Charlotte Division President David J. Auger on January 14, 2005. The Contract Allowable date stated on our 470 Receipt Notification Letter was December 13, 2004. The contract was

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signed after the stated allowable contract award date as per E-Rate Guidelines. Attached are copies of the initialed Dedicated Access Service Agreement (Service Contract between Richmond County School District and Time Warner Cable) showing the date on which the contract was "entered into" and the signed signature page showing the signatures of the aforementioned representatives and the handwritten signature dates.

The language in the Time Warner Cable contract (Dedicated Access Service Agreement documents) clearly state that both parties (Time Warner Cable and Richmond County School District) agreed that the date written in is the legal and effective date of the contractual agreement. This document should meet the spirit and the letter of the FCC rule on contracts in Paragraph 48 of the Fifth Report and Order, FCC 04-190.

Richmond County School District respectfully requests that this denial be reversed by the FCC, and that the SLD provide E-Rate funding to the school district for Funding Request Numbers 1243421, 1243424, 1243428, 1243433, 1243437, 1243440, 1243444, 1243445, 1243449, 1243452, 1243453, 1243457, 1243458, 1243461, 1243463, 1243467, 1243470, 1243472, 1243476, 1243477, 1243480.

Sincerely,



Suzanne W. Griffin
Director of Technology

Richmond County Schools E-Rate Internet Access RFP
2004-2005 Funding Year
470 Application #: 310090000510439

Time Warner Cable Proposal

Dedicated Access Service Agreement

rb This Dedicated Access Service Agreement (the "Agreement") is entered into as of this 13th day of January 2005 (the "Effective Date"), by and between Richmond County Schools offices located at (See Site list) ("Customer") and the Charlotte division of Time Warner Cable, with offices located at 3140 West Arrowood Rd, Charlotte, NC 28273, "TWC"). In consideration of the mutual promises and agreements made herein and intending to be legally bound, the parties agree as follows:

1. **SERVICE.** Subject to the terms and conditions of this Agreement, TWC shall provide Customer with a dedicated "Dedicated Access" service connection between Customer's facility and TWC's (or a TWC affiliate's) facility as further described on Exhibit A attached hereto (the "Service"). TWC shall use commercially reasonable efforts to provide the Service 7 days a week, 24 hours a day, excluding scheduled maintenance, required repair and events beyond TWC's reasonable control. TWC's provision of the Service is subject to availability.

2. **INSTALLATION.** Customer shall obtain and maintain throughout the Term (as defined in Section 5 below) such consents (including without limitation landlord and land owner consents) as are necessary to timely permit, and shall timely permit, TWC personnel to install, deliver, operate and maintain the Service and Equipment as contemplated herein at Customer's facilities. Customer shall permit TWC to access the Customer facilities at any time as needed to install, configure, upgrade, maintain or remove the Equipment and other service components collocated at Customer's facilities. Customer shall make and maintain throughout the Term all site preparations necessary to permit the installation, maintenance, and operation of the Service and any Equipment (as defined below) as specified by TWC. Provided that Customer properly performs all necessary site preparation and provides TWC with all required consents, TWC shall use commercially reasonable efforts to install the Service in accordance with a mutually agreed upon schedule. TWC shall provide Customer with a completion notice ("Completion Notice") upon completion of the installation of the Service. Interconnection of the Service and Equipment with Customer's equipment will be performed by Customer.

3. **SUPPORT & MAINTENANCE.** TWC shall use commercially reasonable efforts to maintain the TWC provided and installed cabling, Fiber to Ethernet media converters and other TWC-installed equipment, if any, (collectively, the "Equipment") used by TWC to provide the Service. TWC shall provide a telephone number and email address for inquiries and remote problem support for the Service. All such Customer support shall be provided to Customer's help desk personnel only. Customer is responsible for interfacing with its employees and end users. In no event shall TWC be responsible for providing such support for any network, equipment or software not provided and installed by TWC under this Agreement or for issues or problems beyond its direct control. Customer agrees to provide routine operational Service support for Equipment and service components collocated at Customer's facility, including without limitation by performing reboots, as requested by TWC.

4. **CUSTOMER OBLIGATIONS.** Customer's use of the Service (including all content transmitted via the Service) shall comply with all applicable laws and regulations, the terms of this Agreement, and any Terms of Use (which are incorporated herein by this reference). "Terms of Use" means all Service policies, including without limitation acceptable use policies, and other terms and conditions established by TWC and available on the TWC web site, as may be modified from time to time by TWC. Customer agrees not to resell or make any use of the Service other than for Customer's internal business purposes. [Customer agrees to use the Service solely for data services. Customer shall maintain the Equipment free and clear of all liens and encumbrances and shall be responsible for loss or damage to the Equipment while at Customer's facilities. As between the parties, Customer is solely responsible for (a) all use (whether or not authorized) of the Service, which use shall be deemed Customer's use for purposes of this Agreement; and (b) all content that is stored or transmitted via the Service. Customer shall not upload, post, transmit or otherwise make available on or via the Service any material (including any message or series of messages) that violates or infringes in any way upon the rights of others, that is unlawful, threatening, abusive, obstructive, harassing, libelous, invasive of privacy or publicity rights, that in the circumstances would be obscene or indecent, that constitutes hate speech, that is otherwise offensive or objectionable, or that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law or regulation. TWC may remove, or demand the removal of, content that in its judgment violates these standards.

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subcontractors. The parties to this Agreement are independent contractors. Any notice under this Agreement shall be given in writing and shall be deemed to have been given when actually received by the other party. Notices shall be delivered to Customer and TWC at the respective addresses set forth above, or to such other address as is provided by one party to the other in writing. The provisions of Sections 6, 7, 9, 10, 11, 12 and 17 shall survive the termination or expiration of this Agreement. No modification of any provision of this Agreement shall be valid unless set forth in a written instrument signed by both parties. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Notwithstanding anything herein to the contrary, any party to this Agreement (and each employee, representative, or other agent of such party) may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of the transaction and all materials of any kind (including opinions and other tax analyses) that are provided to the party relating to such tax treatment and tax structure.

CUSTOMER:

By:

Name:

Title:

Date:

Robert E. Beck
Robert E. Beck
Associate Superintendent
1-13-05

TWC:

By:

Name:

Title:

Date:

David J. Auger
David J. Auger
President-Charlotte Division
1/14/05